

Contractor's Bid Package
FOR
Coleman Creek Bridge Removal

May 8, 2009

Project Sponsored by:
Mid-Columbia Fisheries Enhancement Group
P.O. Box 1271
White Salmon, WA 98672
Phone: 509-281-1322
Fax: 509-267-2151
E-mail: fish@midcolumbiarfeg.com

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that bids will be received for a bridge removal project by Mid-Columbia Fisheries Enhancement Group, P.O. Box 1271, White Salmon, WA 98672, (509) 281-1322.

Bids must be received by 1:00 p.m. on Friday, May 22, 2009.

No proposals will be accepted after that time.

Bids may be submitted:

by email to fish@midcolumbiarfeg.com; or

by fax to 509-267-2151;

or by U.S. Post to Mid-Columbia Fisheries, P.O. Box 1271, White Salmon, WA 98672.

Bidders are requested to call 509-281-1322 to confirm receipt of bid.

I - GENERAL DESCRIPTION

Effective May 8, 2009 **Mid-Columbia Fisheries Enhancement Group**, the **PROJECT SPONSOR**, will be soliciting bids for a responsible **CONTRACTOR** to remove an old agricultural bridge across Coleman Creek at Olmstead State Park, near Kittitas, WA. Work must be completed by June 30, 2009. The **PROJECT SPONSOR** reserves the right to change or delay the work schedule at any time. **A bid deposit of \$500 is required with bid submittal.**

The goal of the project is to improve instream fish habitat conditions in Coleman Creek by removing the bridge, which constricts streamflow. This is a cooperative project between Washington State Parks, Mid-Columbia Fisheries Enhancement Group, and Kittitas Conservation Trust. The project is funded by a grant from the Washington Department of Fish and Wildlife's ALEA program.

Interested contractors are invited to attend an optional bidder tour on May 15, 2009 at 2:00 p.m. Interested contractors should meet for the bidder tour at the ranger's office at Olmstead State Park, located on North Ferguson Road, four miles east of Ellensburg, WA and three miles west of Kittitas, WA.

Contract award shall be based on an evaluation of qualified bids that considers price, equipment capability and condition, **CONTRACTOR** experience, and references. The **PROJECT SPONSOR** shall have the SOLE discretion and responsibility for choosing the successful **CONTRACTOR** and awarding the contract. Bidders who desire to attend a public opening of bids should contact Mid-Columbia Fisheries at (509) 281-1322 for time and location of opening which will be in White Salmon, WA.

II – DEFINITIONS

PROJECT SPONSOR – Margaret Neuman or delegate, Mid-Columbia Fisheries
PROJECT MANAGER – David Gerth, Kittitas Conservation Trust, or Hank Fraser, Yakama Nation

III - CONTRACTOR'S RESPONSIBILITIES

The **CONTRACTOR** shall be responsible to perform work described in this bidder package including any appendices in a timely, professional manner, and shall abide by all applicable local, state, and federal guidelines that govern this project as well as all project permits provided to the **CONTRACTOR** by the **PROJECT SPONSOR**.

The **CONTRACTOR** is **solely responsible** for maintaining safe working conditions near his/her equipment and for the safe operation of his/her equipment. If at any time the **CONTRACTOR** or his/her operators determine that instructions given by the **PROJECT MANAGER** would create a potentially unsafe working condition or would jeopardize the equipment or any personnel, the **PROJECT MANAGER** shall be **immediately** notified of the problem. The **PROJECT MANAGER** will then work with the **CONTRACTOR** to find an acceptable alternative method to complete the required task.

The **CONTRACTOR'S** responsibilities regarding safety include the following.

1. **CONTRACTOR** shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the work.

2. In carrying out its responsibilities according to the Contract Documents, **CONTRACTOR** shall protect the lives and health of employees performing the work and other persons who may be affected by the work; prevent damage to materials, supplies and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. **CONTRACTOR** shall comply with chapter 296-800 WAC and all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify **PROJECT MANAGER** of adjacent property and utilities when the work may affect them.
3. **CONTRACTOR** shall maintain an accurate record of exposure data on all incidents relating to the work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies or equipment. **CONTRACTOR** shall immediately report any such incident to the **PROJECT SPONSOR** and appropriate jurisdictions. The **PROJECT SPONSOR** shall, at all times, have a right of access to all records of exposure.
4. In an emergency affecting the safety of life or the work or of adjoining property, **CONTRACTOR** is permitted to act, at its discretion, to prevent such threatened loss or injury, and **CONTRACTOR** shall so act if authorized or instructed.
5. Nothing provided in this section shall be construed as imposing any duty upon the **PROJECT SPONSOR** or **PROJECT MANAGER** with regard to, or as constituting any express or implied assumption of control or responsibility over, project site safety, or over any other safety conditions in relation to employees or agents of the **CONTRACTOR** or any of its Subcontractors, or the public.

The **CONTRACTOR** shall assume full financial and legal responsibility for any damage caused by their machinery and/or crews including but not limited to the following:

1. Any equipment becoming stuck due to unstable ground or operator error.
2. Any equipment that is damaged due to unstable ground or operator error.
3. Any environmental damage due to fluid leaks.
4. Any damage outside the project area to culverts, bridges, paved roads, utilities or other property caused during operations.

The additional requirements for the **CONTRACTOR** are as follows:

Protection of water and soil

- A spill response kit (including oil absorbent pads and large plastic bags) shall be located on the equipment at all times.
- All equipment shall be free of leaks. **CONTRACTOR** will visually inspect heavy equipment at the beginning of each day (and additionally as needed) for any leaks of petroleum products. If a leak develops, **CONTRACTOR** shall immediately remove the machine to a distance of at least 100 feet from any stream or river channel and repair leak. Spilled fluids and contaminated soil materials shall be cleaned up immediately and disposed of at an authorized, legal receiving station. Proof of proper disposal of contaminated materials shall be provided to **PROJECT SPONSOR** upon request.
- Overnight parking of heavy equipment shall be at least 50 feet from the stream bank (in case of fluid leaks, etc.).
- **CONTRACTOR** shall pick up garbage items at the site at the end of each workday, and at the conclusion of work.

- Under no circumstances shall equipment be fueled or serviced within 100 feet of flowing water.
- Any fuel or lubricants stored on site must be stored in accordance with applicable Washington State guidelines.
- All fueling will occur under the direct supervision of a person and shall not rely on unattended automatic shut-offs.
- Equipment will be cleaned (all mud, dirt, and plant parts removed) to ensure that it is free of weed seeds before it is mobilized to the project area.

Protection of cultural resources

In the event that archaeological or historic materials are discovered during project activities, the **CONTRACTOR** shall stop work in the immediate vicinity of the materials, secure the area, and notify the **PROJECT MANAGER**. The **PROJECT MANAGER** may consult with a professional archeologist to evaluate the materials and, if deemed necessary, salvage the materials. The **PROJECT MANAGER** may require the **CONTRACTOR** to suspend work in the vicinity of the discovery until salvage is accomplished. If the **PROJECT MANAGER** finds that the suspension of work in the vicinity of the discovery increases or decreases the cost or time required for performance of any part of the work under this contract, the **PROJECT MANAGER** will make an adjustment in payment or the time required for the performance of the work.

In addition to the actions detailed in the previous paragraph, if at any time during the project human or unknown bone is uncovered, the **CONTRACTOR** must immediately notify the appropriate authorities including law enforcement and coroner as is required by law when human remains are discovered.

IV - WORK OVERSIGHT

The **PROJECT MANAGER** shall be available during normal business hours and shall clarify existing information or provide additional information as necessary for the **CONTRACTOR** to carry out the **CONTRACT**. Except as noted in SECTION III - **CONTRACTOR RESPONSIBILITIES**, the **PROJECT MANAGER** shall have full authority to direct ALL work. The **PROJECT MANAGER** must pre-approve any deviation from the work described in this bidder package.

Both the **PROJECT MANAGER** and the **PROJECT SPONSOR** have the authority to stop **CONTRACTOR** work at any time if they determine the conditions of this bidder package are not being followed.

V – WORK DESCRIPTION, MATERIALS, AND EQUIPMENT

The **CONTRACTOR** will provide all equipment needed to do the work described in this bidder package. The **CONTRACTOR** is responsible for providing all fuel and lubricants and for providing an experienced operator. The **PROJECT MANAGER** may reject an operator(s) if, in their opinion, the operator(s) is not sufficiently skilled to do the work. The **CONTRACTOR** shall not be compensated for any expenses, delays or lost production time resulting from the **CONTRACTOR** mobilizing equipment not capable of performing the work described in this bidder package.

Subcontracting is allowed. The **CONTRACTOR** is responsible to ensure that any subcontractors follow all conditions of the contract and bid package.

The **CONTRACTOR** shall provide the following services:

1. Clearing of vegetation, as necessary and within the scope of the HPA (Appendix B),

2. Removal and stockpile of bridge decking and cross-span materials. Materials shall be stockpiled at a location specified by State Parks
3. Removal and legal disposal of concrete wingwalls, abutment, and debris,
4. Placement of a bed of washed, rounded, streambed gravel over all disturbed streambed areas within the work area to a depth of six (6) inches. **CONTRACTOR** shall provide well mixed gravel ranging in size from 0.25 inches to 5.0 inches
5. Recontouring of left streambank to approximately 2:1 slope,
6. Smoothing of right streambank to remove any ruts from bridge, and
7. Installation of **PROJECT SPONSOR**-provided erosion-control seed mixture and commercial erosion-control blanket on raw banks.

Access, Project Location, and Road Condition

The project is located at Olmstead State Park, 3 miles east of Kittitas and 4 miles west of Ellensburg, WA. See map in Appendix A. Access is via a native-surface agricultural road. The **CONTRACTOR** is responsible for maintaining the road in good driving condition. The repair of any ruts or other road surface damage resulting from **CONTRACTOR**'s use shall be **CONTRACTOR**'S responsibility.

Permits

The **PROJECT SPONSOR** has obtained (or is obtaining) the following permits for this project:

<u>Permit</u>	<u>Status</u>
Hydraulic Permit Approval	Completed, attached in Appendix B
Shoreline permit – exemption	Completed
WA State Executive Order 0505	In process

The **PROJECT SPONSOR** will provide copies of the JARPA application and permits to the **CONTRACTOR**. The **CONTRACTOR** is required to have copies of the Hydraulic Permit Approval on site at all times during construction. The **CONTRACTOR** shall be solely responsible for compliance with these permits.

VI –WORK SCHEDULE

CONTRACTOR work is expected to begin work in early or mid-June, 2009. **It is the CONTRACTOR's responsibility to coordinate work timing with the agricultural lessees and Ellensburg Water Company in order to minimize road damage and work within the lowest flow period feasible.** The **PROJECT SPONSOR** will provide the successful bidder with appropriate contact information. The **PROJECT SPONSOR** reserves the right to change or delay the work schedule at any time. **No work shall begin without the express approval of the PROJECT MANAGER.** If the **CONTRACTOR** fails to begin work within five days of the **PROJECT SPONSOR'S** written notice to proceed, the **PROJECT SPONSOR** has the right to avoid further delay by terminating this contract or hiring an alternative **CONTRACTOR**.

The **CONTRACTOR** has 3 days to sign the contract once it has been provided by the **PROJECT SPONSOR**. With the signed contract, the **CONTRACTOR** shall provide proof of insurance. If the **CONTRACTOR** fails to sign the contract or provide proof of insurance, the bid bond shall be forfeited and the **PROJECT SPONSOR** shall be released from contract obligations. In which case, another **CONTRACTOR** shall be selected. The contract shall only become effective when signed by the **PROJECT SPONSOR**. Prior to **PROJECT SPONSOR'S** signature, any and all costs incurred shall be the sole responsibility of the bidder. At the mutual agreement of the parties, additional work may be added to this contract.

VII - INSURANCE

CONTRACTOR shall maintain the following insurance and will submit certificates verifying such to the **PROJECT SPONSOR**.

- (1) Worker's compensation and employer's liability insurance as required by Washington State.
- (2) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- (3) Comprehensive general liability insurance covering claims for injuries arising out of any negligent act or omission of **CONTRACTOR** or of any of its employees, agents, or subcontractors, with \$1,000,000 combined single limits. The **CONTRACTOR** shall have Mid-Columbia Fisheries Enhancement Group named as an additional insured on their general liability policy.

All insurance certificates must state that the insurance carrier will provide thirty (30) days notice of any cancellation of the policies.

VIII - BIDS, BID DEPOSIT, BID SELECTION & INQUIRIES

Bids

Bids must be: (1) submitted on the bid proposal forms, or copies of forms, included in this bid package and (2) signed in ink. In addition to all of the requirements stated herein, each proposed bid shall also be governed by the conditions contained in the any APPENDICES. **Bids are due at 1:00 p.m. on Friday, May 22, 2009. No proposals will be accepted after that time.**

Bids may be submitted:

by email to fish@midcolumbiarfeeg.com; or

by fax to 509-267-2151;

or by U.S. Post to Mid-Columbia Fisheries, P.O. Box 1271, White Salmon, WA 98672.

Bidders are requested to call 509-281-1322 to confirm receipt of bid.

Bid Deposit

A \$500 bid deposit is required. Failure of the bidder to provide the bid deposit shall render the bid non-responsive. Acceptable forms of the bid deposit are: a bid bond or postal money order, or certified check or cashier's check made payable to Mid-Columbia Fisheries Enhancement Group. **For bids that are submitted via email or fax, the bid deposit must be postmarked by the U.S. Post Service no later than the date that bids are due.** If the bid deposit is mailed for a bid that is submitted by fax or email, a copy of the bid deposit must also be included with the faxed or emailed bid.

The **PROJECT SPONSOR** will return bid deposits to unsuccessful bidders as soon as practicable, but not sooner than the execution of a contract with the successful bidder. The bid deposit of the successful bidder will be held until the first day work is initiated, at which time it will be returned to the **CONTRACTOR**. Failure to mobilize equipment by five days after the **PROJECT SPONSOR'S** written notice to proceed will result in forfeiture of the bid deposit.

Inquiries

Prospective bidders may request clarification concerning information contained in this bid package by submitting a written statement or question to the **PROJECT SPONSOR no later than 2:00 p.m., Tuesday, May 19, 2009.** The statement/question shall be answered in writing by the **PROJECT**

SPONSOR no later than 1:00 p.m., Thursday, May 21, 2009. The **PROJECT SPONSOR'S** response shall become ADDENDA to this **BID PACKAGE** and also shall be sent by E-mail or FAX to all potential bidders that have requested a copy of this bid package. (Note: Prospective Contractors must provide either their FAX or E-mail addresses to receive any possible response. Failure to receive any such ADDENDA shall not relieve such Bidder of fulfilling any contract modifications contained therein). The Bidder shall be responsible to ascertain that all addenda issued have been received prior to submittal of a bid.

Withdrawal of Bid

In the event a bidder discovers an error in its bid, the bidder may request to withdraw its bid by providing written notification to Mid-Columbia Fisheries by Monday, May 25, 2009 at 10:00 a.m.

Contractor Selection

Bids shall be considered **NON-RESPONSIVE** if they fail to provide satisfactory documentation as described herein. **PROJECT SPONSOR** reserves the right to accept or reject any or all bid proposals and to waive informalities. References provided by the **CONTRACTOR** will be contacted by phone and asked general questions about the quality of work, responsiveness, fairness on change orders.

CONTRACTOR selection will be based on a combination of the bid prices and previous similar experience and references. Contractor proposals will be evaluated by **PROJECT SPONSOR** within ten days of bid closing with notification (to all bidders) as soon as selection is made. **PROJECT SPONSOR** may negotiate bid price adjustments with the low responsive bidder, including changes in the contract documents.

IX - NON-DISCRIMINATION

CONTRACTOR shall not discriminate on the grounds of race, color, sex, age, or national origin, and in the selection and retention of employees and subcontractors, including, but not limited to, services for procurement of materials and leases of equipment.

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the State of Washington encourages participation in all of its contracts by Minority and Women's Business Enterprises (MWBE) firms certified by the Office of Minority and Women's Business Enterprises. Participation may be either on a direct basis in response to this invitation or as a subcontractor to a bidder. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

X - INVOICE & PAYMENT

At the completion of the work, the **CONTRACTOR** shall submit one invoice for payment. The invoice must be dated on or prior to June 30, 2009, and must be received by **July 6, 2009**. Payments will be made for work performed and materials furnished under the contract according to the prices in the bid form. **PROJECT SPONSOR** shall make payment to **CONTRACTOR** within 75 days of receipt of **CONTRACTOR** invoice.

XI - BID FORM

**Bid forms that are incomplete may be deemed non-responsive.
Attach additional pages as needed.**

REFERENCES – list projects you have successfully completed:

- 1) Job Name: _____ Organization: _____
 Contact Name: _____ Phone #: _____
- 2) Job Name: _____ Organization: _____
 Contact Name: _____ Phone #: _____

MACHINERY – list machinery and equipment to be used

Equipment:	Make:	Model:	Age:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Rates for Project Elements

Bid Item:	Amount:
Bid one lump sum that includes all costs associated with all of the following work: <ol style="list-style-type: none"> 1. Clearing of vegetation, as necessary and within the scope of the HPA (Appendix B), 2. Removal and stockpile of bridge decking and cross-span materials, 3. Removal and legal disposal of concrete wingwalls, abutment, and debris, 4. Provision and placement of washed, rounded gravel in creek, as specified in HPA (Appendix B), 5. Recontouring of left streambank to approximately 2:1 slope, 6. Smoothing of right streambank to remove any ruts from bridge, and 7. Installation of PROJECT SPONSOR-provided erosion-control seed mixture and commercial erosion-control blanket on raw banks. 	

All prices bid herein shall remain in effect through August 15, 2009.

Sales tax should not be included in the bid price.

I, _____, certify that I am available to meet the work timeline as outlined in this bidder package, and that I have the experience and equipment necessary for providing quality services as described in this bidder package.

CONTRACTOR shall be required to comply with the requirements as stated in the attached **CONTRACTOR'S BID PACKAGE.**

CONTRACTOR: _____

ADDRESS: _____

LICENSE NUMBER: _____

BY: _____

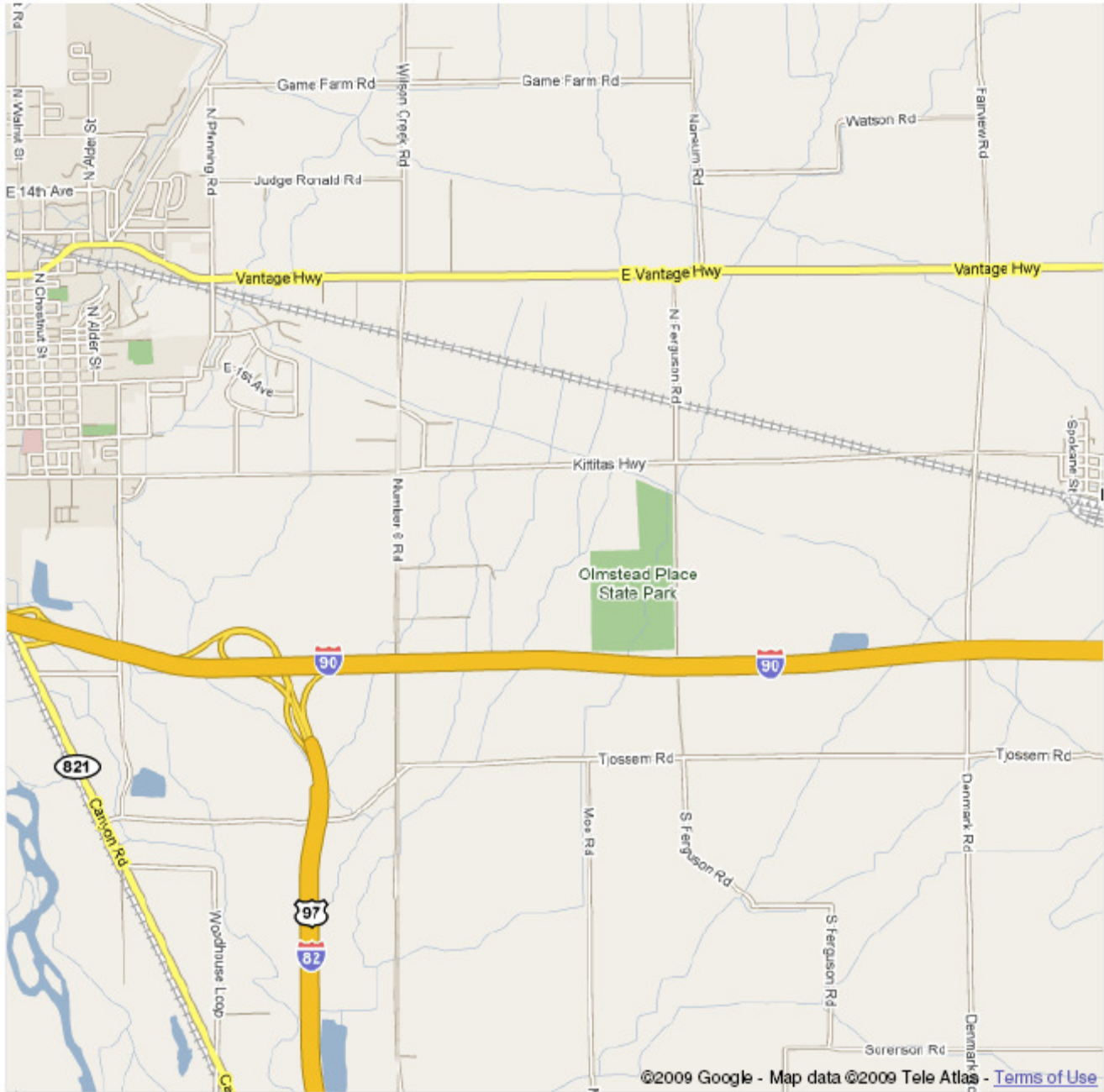
(Signature and Title)

DATE:

Phone No. _____ Cell Phone: _____ FAX No. _____ E-mail _____

APPENDIX A. PROJECT LOCATION

Bridge removal is located near the southern portion of Olmstead State Park, east of Ellensburg and west of Kittitas, WA.



APPENDIX B. HYDRAULIC PROJECT APPROVAL



HYDRAULIC PROJECT APPROVAL

RCW 77.55.181 - Appeal to Hydraulic Appeals Board

South Central
1701 South 24th Avenue
Yakima, WA 98902-5720
(509) 575-2740

Issue Date: April 29, 2009
Project Expiration Date: June 30, 2009

Control Number: 116727-1
FPA/Public Notice #: N/A

<u>PERMITTEE</u>	<u>AUTHORIZED AGENT OR CONTRACTOR</u>
Washington State Parks and Recreation Commission ATTENTION: Maryellen Haggard 270 9th Street N.E., Suite 200 East Wenatchee, WA 98802 509-665-4335 Fax: 509-886-0478	

Project Name: Olmstead Place State Park Bridge/Fish Passage

Project Description: Removal of an old decrepit agricultural bridge that is unsafe for farm use, and acts as a fish barrier. The bridge timbers will be suspended while being removed, and the concrete abutment will be removed and disposed of in an approved upland location outside of the floodplain.

PROVISIONS

1. **TIMING LIMITATIONS:** The project may begin June 1, 2009 and shall be completed by June 30, 2009.

NOTIFICATION REQUIREMENT

2. The permittee or contractor shall notify the Department field office at least 2 days prior to starting the in-stream work portion of this project. Leave message for Habitat Biologist William Meyer: phone (509) 925-2491 or FAX (509) 925-4702. The notification is necessary in order to schedule fish salvage crews and review the site plan prior to construction. The notification shall include the permittee's name, project location, starting date for work, and the control number for this Hydraulic Project Approval.

GENERAL

3. Work shall be accomplished per plans and information submitted to Washington Department of Fish and Wildlife with Hydraulic Project application and attached typical installation drawings, except as modified by this Approval. A copy of these plans shall be available on-site during construction.

4. The contractors shall meet with WDFW on site, prior to removal of the old diversion, to field review site plans and de-construction plans prior to initiating the project.

5. The contractor shall prepare a brief deconstruction plan that details the deconstruction sequence, and disposal plan for removed material. The plan shall also address the method to best control sediment releases being carried into surface waters.

6. Removal of the old structures and associated fill shall be done in the least disturbing manner to existing vegetation along the stream bank. If vegetation removal is necessary for safety or access to the site, the contractor shall cut vegetation back or down to the surface, without grubbing it out. The one exception noted by the applicant is the old willow that may need to be removed in order to



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gain access to, and remove, the old concrete bridge abutment.

7. If fill is required to improve the road access to the site, then it shall be removed upon completion, or installed so as not to effect the floodplain, or inadvertently divert water towards the old homestead during flood events.

8. The replacement bridge will require a separate Hydraulic Permit.

WORKSITE AND EQUIPMENT LIMITATIONS

9. In-channel work shall be done during spring/early summer, when flows could be high. The contractor shall work only during a relative period of low stream flow. If stream flows increase with spring precipitation, the worksite shall be secured to minimize sediment plumes and other undesirable impacts and work shall only proceed once flows have subsided.

10. The contractor and State Parks shall coordinate irrigation deliveries with Ellensburg Water Company, such that flow is limited from the canal during the brief duration of the project.

11. Equipment shall work from the bank. No stream crossings are allowed. Equipment shall be maintained in good working conditions such that petroleum products or other harmful chemicals are not leaked into the creek or its banks or bed.

12. The equipment operator should minimize any turning on the approaches along the stream bank in order to minimize disturbance to existing vegetation and soils.

13. Equipment may work below the ordinary high water mark (OHWM) to remove the old bridge and it's abutments. This equipment shall be washed and clean of accumulations of earth and petroleum products prior to entering the channel.

14. An excavator or trackhoe equipped with a 'thumb', or an equivalent piece of machinery, shall be available to remove the old bridge timbers, old concrete abutments, or riprap placed around the diversion structure. The bridge timbers shall be suspended upon removal in order to minimize damage to vegetation or the streambanks.

15. The equipment operator shall have a spill containment kit onsite at all times in case equipment or associated fuel, hydraulic fluids or other toxic chemicals are spilled.

16. Equipment shall be adequately fueled prior to the commencement of the job in order to minimize or eliminate the need to refuel on site. If re-fueling of vehicles is necessary, or vehicle maintenance operations is required, it shall only occur at an upland site at least 100 ft from the top of the stream bank.

DIVERSION REMOVAL AND DISPOSAL OF WASTE MATERIAL

17. Alteration of the channel shall be limited to the minimum necessary to remove the old diversion structure and associated fill, debris, tarps, boards etc.



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18. All old fill and associated concrete, steel, or other debris used to armor the old diversion shall be removed from the streambed and disposed of in an approved upland site.

19. All waste material and excess fill shall be removed completely from the channel and disposed of in an approved upland location where it will not affect flood plains or wetlands. Removed fill shall not be placed within the 100-year floodplain.

20. A bed of washed, rounded, streambed gravel shall be placed over all disturbed streambed areas within the work area to a depth of six (6) inches. Streambed gravel shall be well mixed gravel ranging in size from 0.25 inches to 5.0 inches (see attached typical specification).

21. The streambed shall be allowed to regrade itself naturally.

SITE RESTORATION

22. All earth areas adjacent to the watercourse which have been disturbed by this project are to be seeded with a suitable erosion control seed mix and protected from erosion with a commercial erosion control blanket or approved equivalent.

23. The stream bank shall be graded to match a representative slope upstream and downstream of the project. A 2:1 slope or shallower is ideal.

24. The stream bank shall be planted with a diverse assemblage of native woody plants adapted to stream sides (e.g. red osier dogwood, wild rose, snowberry), and maintained as necessary for three (3) years to ensure 80 percent survival (see attached plant list).

25. The stream bank shall be planted with a minimum of eight (8) rooted stock native trees (5-6 ft high), 4 per each side of the stream, at each site (cottonwood, aspen, serviceberry, or alder are preferable. If trees are planted in the upland areas they are likely to need watering during the hot months of the summer to ensure survival.

26. Noxious weeds such as Russian thistle or knapweed shall be controlled by hand pulling, in order to allow native plants to successfully re-vegetate the site and to minimize the introduction of herbicides into the stream.



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PROJECT LOCATIONS

Location #1 Coleman Creek

WORK START: June 01, 2009				WORK END: June 30, 2009		
WRIA: 39.0822		Waterbody: Coleman Creek (lb)		Tributary to: Naneum Creek		
1/4 SEC: SW 1/4	Section: 07	Township: 17 N	Range: 19 E	Latitude: N 46.97317	Longitude: W 120.47086	County: Kittitas
Location #1 Driving Directions						
I-5 exit 115 to Kittitas. Proceed onto Main st. Turn left onto Kittitas Hwy W 4th Ave. Go about 2 miles and turn left onto North Ferguson Rd.						

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW (formerly RCW 77.20). Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day and/or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued pursuant to RCW 77.55.021 (EXCEPT agricultural irrigation, stock watering or bank stabilization projects) or 77.55.141 are subject to additional restrictions, conditions or revocation if the Department of Fish and Wildlife determines that new biological or physical information indicates the need for such action. The person(s) to whom this Hydraulic Project Approval is issued has the right pursuant to Chapter 34.04 RCW to appeal such decisions. All agricultural irrigation, stock watering or bank stabilization Hydraulic Project Approvals issued pursuant to RCW 77.55.021 may be modified by the Department of Fish and Wildlife due to changed conditions after consultation with the person(s) to whom this Hydraulic Project Approval is issued: PROVIDED HOWEVER, that such modifications shall be subject to appeal to the Hydraulic Appeals Board established in RCW 77.55.301.

APPEALS INFORMATION



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If you wish to appeal the issuance or denial of, or conditions provided in a Hydraulic Project Approval, there are informal and formal appeal processes available.

A. INFORMAL APPEALS (WAC 220-110-340) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.021, 77.55.141, 77.55.181, and 77.55.291: A person who is aggrieved or adversely affected by the following Department actions may request an informal review of:

(A) The denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval; or

(B) An order imposing civil penalties. A request for an INFORMAL REVIEW shall be in WRITING to the Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091 and shall be RECEIVED by the Department within 30 days of the denial or issuance of a Hydraulic Project Approval or receipt of an order imposing civil penalties. If agreed to by the aggrieved party, and the aggrieved party is the Hydraulic Project Approval applicant, resolution of the concerns will be facilitated through discussions with the Area Habitat Biologist and his/her supervisor. If resolution is not reached, or the aggrieved party is not the Hydraulic Project Approval applicant, the Habitat Technical Services Division Manager or his/her designee shall conduct a review and recommend a decision to the Director or his/her designee. If you are not satisfied with the results of this informal appeal, a formal appeal may be filed.

B. FORMAL APPEALS (WAC 220-110-350) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.021 (EXCEPT agricultural irrigation, stock watering or bank stabilization projects) or 77.55.291:

A person who is aggrieved or adversely affected by the following Department actions may request a formal review of:

(A) The denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval;

(B) An order imposing civil penalties; or

(C) Any other 'agency action' for which an adjudicative proceeding is required under the Administrative Procedure Act, Chapter 34.05 RCW.

A request for a FORMAL APPEAL shall be in WRITING to the Department of Fish and Wildlife HPA Appeals Coordinator, shall be plainly labeled as 'REQUEST FOR FORMAL APPEAL' and shall be RECEIVED DURING OFFICE HOURS by the Department at 600 Capitol Way North, Olympia, Washington 98501-1091, within 30-days of the Department action that is being challenged. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, the deadline for requesting a formal appeal shall be within 30-days of the date of the Department's written decision in response to the informal appeal.

C. FORMAL APPEALS OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.021 (agricultural irrigation, stock watering or bank stabilization only), 77.55.141, 77.55.181, or 77.55.241: A person who is aggrieved or adversely affected by the denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval may request a formal appeal. The request for FORMAL APPEAL shall be in WRITING to the Hydraulic Appeals Board per WAC 259-04 at Environmental Hearings Office, 4224 Sixth Avenue SE, Building Two - Rowe Six, Lacey, Washington 98504; telephone 360/459-6327.

D. FORMAL APPEALS OF DEPARTMENT ACTIONS TAKEN PURSUANT TO CHAPTER 43.21L RCW: A person who is aggrieved or adversely affected by the denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval may request a formal appeal. The FORMAL APPEAL shall be in accordance with the provisions of Chapter 43.21L RCW and Chapter 199-08 WAC. The request for FORMAL APPEAL shall be in WRITING to the Environmental and Land Use Hearings Board at Environmental Hearings Office, Environmental and Land Use Hearings Board, 4224 Sixth Avenue SE, Building Two - Rowe Six, P.O. Box 40903, Lacey, Washington 98504; telephone 360/459-6327.

E. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS results in forfeiture of all appeal rights. If there is no timely request for an appeal, the department action shall be final and unappealable.



Washington
Department of
FISH and
WILDLIFE

HYDRAULIC PROJECT APPROVAL

RCW 77.55.181 - Appeal to Hydraulic Appeals Board

South Central
1701 South 24th Avenue
Yakima, WA 98902-5720
(509) 575-2740

Issue Date: April 29, 2009

Control Number: 116727-1

Project Expiration Date: June 30, 2009

FPA/Public Notice #: N/A

ENFORCEMENT: Sergeant Sprecher (30) P3

Habitat Biologist
William Meyer

509-933-2491

A handwritten signature in cursive script that reads "William R. Meyer".

for Director
WDFW

CC: